

EXHIBIT 13

1 UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF OHIO
3 EASTERN DIVISION

4 IN RE: NATIONAL) MDL No. 2804
5 PRESCRIPTION OPIATE)
6 LITIGATION) Case No.

) 1:17-MD-2804

7)
8 THIS DOCUMENT RELATES TO) Hon. Dan A. Polster
9 ALL CASES)
10)

11 — — —
12 Friday, December 14, 2018
13 — — —

14 HIGHLY CONFIDENTIAL - SUBJECT TO FURTHER
15 CONFIDENTIALITY REVIEW
16 — — —

17 Videotaped Deposition of PATSY LITTLE,
18 held at Stone Pigman Walther Wittmann LLC,
19 909 Poydras, Suite 3150, New Orleans,
20 Louisiana, commencing at 8:06 a.m., on the
21 above date, before Michael E. Miller, Fellow
22 of the Academy of Professional Reporters,
23 Registered Diplomate Reporter, Certified
24 Realtime Reporter and Notary Public.
25

26 — — —
27 GOLKOW LITIGATION SERVICES
28 877.370.3377 ph | 917.591.5672 fax
29 deps@golkow.com

1 After Hours, which was an acute care setting.

2 I worked at St. Elizabeth Hospital and I
3 worked for Infusion Network.

4 Q. Okay. Thank you for that.

5 Then in 2005 you went to
6 Louisiana State to get your master's degree,
7 correct?

8 A. That's correct.

9 Q. Did you begin working with
10 Walmart directly after graduating with your
11 master's degree?

12 A. About six or seven months
13 later.

14 Q. And what were you hired at
15 Walmart to do?

16 A. To be a buyer in the pharmacy
17 department.

18 Q. In 2008 when you began at
19 Walmart, did you have any specific areas
20 of -- that you were responsible for buying?

21 A. Yes.

22 Q. Okay. What were those areas?

23 A. I don't remember exactly. I
24 know skin health, antibiotics, and I don't
25 really remember the others.

1 Q. Okay. When did you first have
2 responsibility for buying prescription
3 opiates?

4 A. It would have been maybe a year
5 later, a year and a half later, something
6 like that.

7 Q. So sometime in the 2009 time
8 frame?

9 A. Yes.

10 Q. Okay.

11 A. Probably.

12 Q. And at that time, Walmart was
13 already purchasing prescription opiates,
14 correct?

15 A. That's correct.

16 Q. And Walmart was already
17 distributing prescription opiates; is that
18 correct?

19 A. That's correct.

20 Q. Do you have any idea when
21 Walmart began distributing prescription
22 opiates?

23 A. I do not.

24 Q. What change occurred, if any,
25 between the time you began at Walmart and the

1 MR. CIULLO: Objection, form.

2 MS. FUMERTON: Objection, form.

3 A. If that had happened, it
4 wouldn't be for marketing to a consumer
5 level. It would really just be a rebate or a
6 cost of good adjustment.

7 BY MR. BOWER:

8 Q. What's your basis for that
9 statement?

10 A. Because we never did anything
11 that would promote an opioid to the customer,
12 to the end customer user, the patient that
13 would pick up the prescription.

14 Q. And how do you know that?

15 A. Because we had a pretty firm
16 stance on that while I was there.

17 Q. And where did you learn of that
18 stance?

19 A. I had asked to put a cough
20 medicine on the \$4 program at one time and
21 was told that anything with controlled
22 substances, we generally would not advertise
23 or talk to the consumer about.

24 Q. Would you talk to your
25 pharmacists about those prescription opiates?

1 MS. FUMERTON: Objection, form.

2 A. I don't think I'm -- I think
3 they're lowering the cost of my goods by
4 [REDACTED]. I don't think it's a payment for
5 me to buy the product.

6 BY MR. BOWER:

7 Q. Is there a reason you're
8 quibbling with their description of marketing
9 fee?

10 MS. FUMERTON: Objection, form.

11 MR. CIULLO: Join.

12 A. They have "marketing fee" in
13 quotation marks. I just don't -- I think
14 we'd have to understand what they mean by
15 "marketing fee" being in quotation marks.

16 BY MR. BOWER:

17 Q. Well --

18 A. To me it means a rebate -- it
19 goes against cost of good.

20 Q. What's your basis for that
21 statement?

22 A. Because that's the way I've --
23 I would always attribute that, and because we
24 did not market C-IIs to end user customers.

25 Q. Why would Walmart receive a